

STATE MS.-DE SOTO CO.
FILED

JUL 23 2 42 PM '98

BK 8 PG 690
W.E. DAVIS CH. CLK.**NOTICE OF CONSTRUCTION LIEN**

AGAINST THE LAND AND IMPROVEMENTS OF
KEYSTONE L.L.C.
RELATIVE TO BRAYBOURNE SUBDIVISION

JERRY A. BATTLES d/b/a BATTLES CONSTRUCTION COMPANY,
gives notice of a Construction Lien against the property of
KEYSTONE L.L.C., under the provisions of Section 85-7-131 of
the Mississippi Code of 1972, Annotated as follows:

1. The property subject to this lien is described as:
all structures or fixtures and the area of land surrounding
each such improvements commonly known as **BRAYBOURNE
SUBDIVISION, SECTION "A"** which is 24.50 acres in Section 32,
Township 1 South, Range 5 West (DeSoto County, Mississippi)
of the larger track of land purchased by **KEYSTONE L.L.C.**
from **WILLIAM T. HAWKS**, and wife, **DIANE A. HAWKS** on July 9,
1996 as same is recorded in Book 303, Page 535 in the office
of the Chancery Clerk of DeSoto County, Mississippi, a copy
of said Warranty Deed is hereto attached marked Exhibit "A"
and made a part hereof as though copied in full herein in
words and figures.

2. The lienholder is **JERRY A. BATTLES d/b/a BATTLES
CONSTRUCTION COMPANY**, whose address is 23 Highway 51 South,
Hernando, Mississippi 38632.

3. The owner is alleged to be 1129 Florida Street,
Memphis, Tennessee 38106.

No other party has an interest in or is affected by this
lien.

4. The amount of the lien is \$74,506.97, plus interest and attorney's fees as provided for in Sections 11-53-81 and 85-7-151 of the Mississippi Code of 1972, Annotated.

5. The lien holder made and entered into a written contract with the owner to do earthwork and other excavation work on **BRAYBOURNE SUBDIVISION, SECTION "A"** and the lien holder has performed said work, including change orders incident thereto, which is the basis of this claim. A copy of said contract is hereto attached marked **EXHIBIT "B"** and made a part hereof as though copied in full herein in words and figures.

6. Suit for enforcement of this lien has not yet been commenced.

THIS the 23 day of July, 1998.


JERRY A. BATTLES, d/b/a
BATTLES CONSTRUCTION COMPANY

OF COUNSEL:

B. G. PERRY
Attorney at Law
P. O. Box 815
Southaven, MS 38671
(601) 393-9466, EXT 109
MS BAR NO. 4128

STATE OF MISSISSIPPI

COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JERRY A. BATTLES, d/b/a BATTLES CONSTRUCTION COMPANY, who being by me first duly sworn according to law, states on oath that the allegations of the above and foregoing Notice

of Construction Lien are true and correct as therein stated and set forth; that the amount claimed is due and payable, and that a copy of said Notice has been mailed to the Owner, at its last known address, by United States Certified Mail, postage prepaid, return receipt requested.

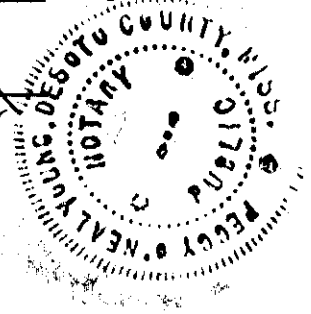
Jerry A. Battles
JERRY A. BATTLES, Affiant

SWORN TO AND SUBSCRIBED before me this the 23rd day of July, 1998.

Roger D. Red Young
NOTARY PUBLIC

My commission expires:

Dec. 11, 1999



1059- 32 - 13
159-8202- 1,2,3+7

C Book 8 Page 1093

William T. Hawks and wife, Diane A. Hawks
GRANTORS

BOOK 303 PAGE 535

WARRANTY

TO

DEED

Keystone, LLC
GRANTEES

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, William T. Hawks and wife, Diane A. Hawks, do hereby sell, convey, and warrant unto Keystone, LLC the following described property situated in the County of DeSoto, State of Mississippi, together with all improvements and appurtenances thereon more particularly described as follows:

Beginning at the Southwest Corner of Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi. Said point being marked by a 3/4" iron bar; thence North 01 degrees 03' 18" West a distance of 5088.21 feet to the South right of way line of State Highway No. 302; thence North 87 degrees 53' 39" East along said right of way a distance of 582.67' to a 1/2" iron pin set; thence South 01 degrees 07' 42" East continuing along said right of way a distance of 209.77 feet to a 1/2" steel fence post found; thence North 87 degrees 32' 40" East continuing along said right of way to the Southwest Corner of Lot 5, Goodman Manor Subdivision, Section A, a distance of 171.86 feet to a 1/2" iron pin set; thence South 01 degrees 06' 13" East a distance of 253.50 feet to a 1/2" iron pin set; thence North 87 degrees 33' 30" East a distance of 344.02 feet to a 1/2" iron pin set; thence North 01 degrees 06' 04" West a distance 460.16 feet to a 1/2" iron pin set on said South right of way; thence North 87 degrees 53' 27" East continuing along said right of way a distance of 362.41 feet to a 1/2" iron pin set; thence South 82 degrees 44' 52" East continuing along said right of way a distance of 155.40 feet to a 1/2" iron pin set; thence South 01 degrees 26' 41" East a distance of 5056.68 feet to a 1/2" iron pin set; thence South 87 degrees 41' 44" West a distance of 1649.32 feet to the point of beginning containing 185.97 acres more or less.

INDEXING INSTRUCTIONS: Northwest 1/4 and ~~Northeast 1/4~~ of Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi.

By way of explanation the above legal description includes part of Lots 1,2,3, & 7, Section A, Goodman Manor Subdivision, in Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 22, Page 15-16, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, rights of ways and easements for public roads and public utilities and restrictive covenants and easements of record.

It is understood and agreed that the taxes for the year 1996 have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect then Grantor(s) agree to pay Grantee(s) or their assigns any deficiency and likewise Grantee(s) agree to pay Grantor(s) or their assigns any amount overpaid.

Possession is to be given with delivery of this Deed.

WITNESS OUR SIGNATURES, this the 9th day of July, 1996.


William T. Hawks

STATE MS.-DE SOTO CO.


Diane A. Hawks

JUL 10 11 07 AM '96


BK 303 PG 535
W.E. DAVIS CH. CLK.

EXHIBIT A, PAGE 1 OF 2

BOOK 303 PAGE 536

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 9th day of July, 1996, within my jurisdiction, the within named William T. Hawks and wife, Diane A. Hawks, who acknowledged that they executed the above foregoing instrument.


Notary Public
Karen Renee' Robertson

My Commission Expires:

June 18, 2000

GRANTOR'S ADDRESS:
1910 Village Green Drive
Hernando, MS 38632
Work Phone #: na
Home Phone #: 601-429-8854

GRANTEE'S ADDRESS:
1129 Florida Street
Memphis, TN 38106
Work Phone #: 901-775-3823
Home Phone #: na

THIS INSTRUMENT PREPARED BY:
Eric Sappenfield
97 Stateline Road East, Suite A
Southaven, Mississippi 38671
601/342-2170

FILE NUMBER: 5075R0

AGREEMENT FOR EARTHWORK BRAYBOURNE SUBDIVISION KEYSTONE DEVELOPERS AND BATTLES CONSTRUCTION

All fill material shall be placed as indicated in the drawings furnished. Compaction to be minimum of 95% standard proctor. All excavation to be at the unit price of \$1.25 per cubic yard. Pay quantities to be determined by cross section of in place yardage. Undercutting to be at the unit price of \$2.70 per yard if required. This is based on "on site" material and not "trucked in" material. If the soil becomes too wet and requires considerable effort to process the owner and contractor reserve the right to negotiate for any additional cost in processing fill material. This will be based on laboratory tests of the soil and the engineers judgement.

Erosion control measures shall be maintained by the contractor. These measures will include repair of silt fences. The owner and contractor may negotiate the unit prices of the silt fence and haybales. This is to include the option for installation of owner furnished items supplied or supplied by the contractor.

The contractor is to begin earthwork operations as soon as possible and to work continuously until project is complete. Weather conditions and unavoidable delays expected.

Payment of in place earthwork quantities and sediment control measure will be paid on a biweekly basis.

The owner reserves the right to increase or decrease the earthwork quantities.

The following unit prices are hereby agreed on.

| | | |
|----|--|-----------------------|
| 1. | Excavation and Compaction of Fill Material | \$ 1.25 |
| 2. | Silt Fence Installation <i>owner furnished</i> | \$ 0.50 |
| 3. | Haybales Installed <i>FURNISHED</i> | \$ 1.00 |
| 4. | <i>Haybales by contractor</i> | \$ <i>COST + 1.00</i> |
| 5. | <i>SILT FENCE BY CONTRACTOR</i> | \$ <i>1.50</i> |

ACCEPTED BY:

Billy Hynor
Keystone Developers

11-20-96
Date

Jerry Battle
Battles Construction

11-20-96
Date